

**CITY OF HOLLISTER  
CONFIDENTIAL UNIT**

**SALARY AND BENEFITS PLAN  
EFFECTIVE NOVEMBER 14<sup>TH</sup>, 2011**

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## **1. APPLICATION OF SALARY AND BENEFITS PLAN**

This Salary and Benefits Plan shall apply to the Confidential Employees' Unit (hereafter referred to as "Confidential Unit Members"). This Unrepresented Unit includes the following Classifications:

- *Accountant*
- *Accounting Manager*
- *Administrative Analyst*
- *Executive Assistant To The City Manager*
- *Human Resources Manager*
- *Human Resources Analyst*
- *Human Resources Technician II*
- *Human Resources Analyst*
- *Information Systems Analyst*
- *Information Systems Technician*
- *Legal Administrative Assistant*
- *Senior Support Services Assistant (Confidential)*
- *Support Services Assistant I/II (Confidential)*

## **2. SALARY ADJUSTMENT**

- A. Beginning December 1<sup>st</sup>, 2009, the Confidential Employees incurred a salary reduction of 4.623% in conjunction with the Furlough of one day per month.
- B. Effective the first pay period beginning on or after November 14<sup>th</sup>, 2011, a salary reduction equal to Five Percent (5.00%) comprised of thirteen (13) days or one-hundred four (104) hours shall be applied to all Confidential Employees pursuant to Section [18] herein entitled "Furloughs and Furlough Provisions."

## **3. OVERTIME AND HOLIDAY PAY**

### **A. Overtime Pay**

Any Confidential Unit Member who is determined to be overtime eligible as defined by the Fair Labor Standards Act (FLSA) and who is authorized or required to work overtime in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of time and one-half for each hour worked.

### **B. Holiday Pay**

Any Confidential Unit Member who is authorized or required to work on any City recognized holiday shall be compensated at the rate of time and one-half for each hour worked in addition to their regular holiday pay.

#### **4. COMPENSATORY TIME**

##### **A. Overtime**

All Confidential Unit Members shall have the option to either receive paid compensation at a rate one and one-half (1½) times the employees regular rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, or to take compensatory time off from duty at a rate of one and one-half (1½) times the amount of each overtime hour worked which exceeds eight (8) hours per day or forty (40) hours per week.

##### **B. Holidays**

All Confidential Unit Members who work holidays shall have the option to either receive paid compensation at a rate one and one-half (1½) times the employees' regular pay rate plus the employees' regular paid compensation for the holiday, or to take compensatory time off from duty at a rate one and one-half (1½) times the amount of each hour worked plus receive eight (8) hours regular pay. Employees who are called in on holidays shall also receive this option.

##### **C. Maximum Accrual**

All Confidential Unit Members may accumulate a maximum of two-hundred forty (240) hours (160 FLSA Overtime Hours worked) in their "Compensatory Time Bank".

##### **D. Vacation Conversion to Cash**

Confidential Unit Members may cash out up to maximum of forty (40) hours of vacation leave annually. Compensation for vacation leave cashed out will be made at the employee's rate of pay at the time of cash out. Requests for payment of vacation time shall be made in writing to the Department of Administrative Services at least thirty (30) days in advance of June 1<sup>st</sup> and December 1<sup>st</sup> of each year.

Payments of cashed-out vacation leave will be made on the first pay day which follows June 1<sup>st</sup> and December 1<sup>st</sup> of each year. This payment will be made in the regular payroll check issued for that pay period.

#### **5. HOLIDAYS**

All Confidential Unit Members are entitled to 10.5 paid holidays per year. These holidays are as follows:

<i>January 1<sup>st</sup></i>	<i>New Year's Day</i>
<i>Third Monday in January</i>	<i>Martin Luther King, Jr. Day</i>
<i>Third Monday in February</i>	<i>President's Day</i>
<i>Last Monday in May</i>	<i>Memorial Day</i>
<i>July 4<sup>th</sup></i>	<i>Independence Day</i>
<i>First Monday in September</i>	<i>Labor Day</i>
<i>November 11<sup>th</sup></i>	<i>Veteran's Day</i>
<i>Fourth Thursday in November</i>	<i>Thanksgiving Day</i>
<i>Fourth Friday in November</i>	<i>Day after Thanksgiving</i>
<i>December 24<sup>th</sup> (½ day)</i>	<i>Christmas Eve</i>
<i>December 25<sup>th</sup></i>	<i>Christmas Day</i>

## **6. VACATION**

### **A. Entitlement**

All Confidential Unit Members are entitled to ten (10) working days vacation pay upon successful completion of their first six (6) months of continuous service. Employees may take accrued vacation after the completion of six (6) months of service.

### **B. Accrual**

Effective on the first pay period beginning on or after July 1, 2000, all Confidential Unit Members shall accrue vacation as follows:

<u>Years of Service</u>	<u>Annual Vacation Accrual</u>
<i>1st through completion of 3<sup>rd</sup> Year</i>	<i>10 Days</i>
<i>4th through completion of 7<sup>th</sup> Year</i>	<i>15 Days</i>
<i>8th through completion of 15<sup>th</sup> Year</i>	<i>20 Days</i>
<i>16th through completion of 20<sup>th</sup> Year</i>	<i>22 Days</i>
<i>Beginning of 21th Year</i>	<i>25 Days</i>

Confidential Unit Member may only accumulate a maximum of thirty (30) working days or two-hundred forty (240) hours of vacation without the authorization of the City Manager. Accumulated vacation time of more than thirty (30) days or two-hundred forty (240) hours requires authorization from the City Manager and must be used prior to the end of the calendar year or it will be lost.

### **C. Floating Holidays**

All Confidential Unit Members shall receive two (2) floating holidays for their use on July 1<sup>st</sup> of each fiscal year.

## **7. SICK LEAVE**

### **A. Entitlement**

All Confidential Unit Members shall accrue Sick Leave credit at the rate of twelve (12) days per year (8 hours per month).

### **B. Accrual**

Unused Sick Leave may be accrued without limit.

### **C. Sick Leave Conversion To Cash**

All Confidential Unit Members may be compensated for a percentage of accrued, unused Sick Leave at death or retirement from City employment. The provisions for this policy are as follows:

1. Confidential Unit Members may not “cash out” or be compensated for any of the first two-hundred forty (240) hours of Sick Leave accrued.
2. Any Confidential Unit Member having completed ten (10) years of continuous service with the City and who retires from City service, will be compensated for twenty-five percent (25%) of accrued, unused Sick Leave in excess of two-hundred forty (240) hours at the employee’s hourly rate of pay at the time of retirement from City service.
3. The surviving spouse, beneficiary(s), dependent(s) or estate of any current employee of the Confidential Employees’ Unit who has completed ten (10) years of continuous service with the City and who dies while still employed by the City of Hollister prior to retirement, will be compensated for fifty (50%) of accrued, unused Sick Leave in excess of two-hundred forty (240) hours at the employee’s hourly rate of pay at the time of death.
4. Any Confidential Unit Member having completed ten (10) years continuous service with the City and having an unused Sick Leave accrual balance exceeding five-hundred (500) hours may, at their option, “cash out” up to a maximum of ninety-six (96) hours (12 days) of unused Sick Leave annually as long as the “cashed out”



hours do not diminish the unused sick leave accrual balance to an amount less than five-hundred (500) hours.

5. Compensation for unused, accrued Sick Leave will be made at the employee's rate of pay at the time of "cash out". Requests for payment of unused Sick Leave as described herein, shall be made in writing to the Department of Administrative Services at least thirty (30) days in advance of June 1<sup>st</sup> and December 1<sup>st</sup> of each year.
6. Payments of "cashed out" unused Sick Leave will be made on the first pay day which follows June 1<sup>st</sup> and December 1<sup>st</sup> of each year. A check separate from the normal payroll check shall be issued for payment of unused Sick Leave.

## **8. ADMINISTRATIVE LEAVE**

All Confidential Unit Members shall receive eighty (80) hours Administrative Leave each fiscal year. The terms for use of Administrative Leave are as follows:

- A. Administrative Leave credit will be accrued at the rate of 3.08 hours per pay period.
- B. The entire eighty (80) hours of Administrative Leave will be advanced and be available for use on July 1<sup>st</sup> of each fiscal year.
- C. Leave usage will be monitored by having each eligible employee execute a Leave Request. This request must be signed by the individual eligible employee and approved by the Department Director or City Manager. The Administrative Leave usage must be identified and recorded on the official time card for the period in which leave was taken.
- D. Residual Administrative Leave not utilized during the fiscal year may not be carried over into a subsequent year. Administrative Leave shall not be cumulative and shall not be converted into monetary compensation, except upon termination or retirement.
- E. In the event an eligible employee terminates during the year, unused accrued Administrative Leave shall be paid out in the same manner as unused vacation. If leave has been taken beyond that which is accrued the employee must pay back all excess leave taken.
- F. For eligible employees hired during the year, leave credit will be accrued from the date of hire.
- G. The Department of Administrative Services will initiate a separate Administrative Leave System for accounting purposes.

## **9. INSURANCE**

### **A. Description**

The City of Hollister Flexible Benefits Plan/Cafeteria Plan (hereinafter "Plan") is available to all full-time employees (hereinafter "Employees"). There will be three participation levels as referenced under Section E.. Optional benefits are listed below. Once an election is made, it will remain in force until the next open enrollment period. A Third Party Administrator (T.P.A.) fee will be paid by the employees that participate in the Plan.

### **B. Health Insurance Options**

The City shall provide Confidential Unit Members with the choice of participating in either the Public Employees' Medical and Hospital Care Act (PEMHCA) program offered by CALPERS or the Blue Cross HMO program.

### **C. IRS Code Section 125 Flexible Benefits/Cafeteria Plan**

1. The City shall provide for unit members an IRS Code Section 125 Flexible Benefits/Cafeteria Plan in accordance with all applicable state and federal laws and regulations.
2. The City shall contribute towards the PEMHCA or Blue Cross HMO medical, dental and vision care plan amounts allocated in accordance with the City's IRS Code Section 125 Flexible Benefits/Cafeteria Plan as specified below.
3. The City shall allocate specified amounts of "Flex Credits" to the employee's flexible benefit account. These amounts shall consist of the following:
  - a. An amount up to and not to exceed the City's contribution towards medical insurance, based upon either the Blue Cross HMO or PEMHCA's PERS Choice medical plans, whichever plan is greater. The required contribution for employees electing dependent coverage in accordance with Section [E] below shall be excluded from this total.
  - b. An amount equivalent to the City's contribution towards dental insurance. The required contribution for employees electing dependent coverage in accordance with Section [E] below shall be excluded from this total.
  - c. An amount equivalent to the City's contribution towards vision insurance. The required contribution for employees electing dependent coverage in accordance with Section [E] below shall be excluded from this total.

4. In the event that surplus Flex Credits are available, any Confidential Management Employee shall have the option to allocate such Flex Credits to one of the following:
  - a. Confidential Employees' Flexible Spending Account.
  - b. Roth Individual Retirement Account (IRA)
  - c. ICMA or City-authorized 457 Deferred Compensation Plan
5. Confidential Unit Members who waive either dental and/or vision coverage shall have the option to apply available flex credits towards the cost of any optional premium listed in Paragraph [4] above. The cost of the optional premium not covered by available flex credits shall remain the employee's responsibility.
6. Confidential Unit Members who elect to waive any or all health coverage shall be subject to the terms and provisions described under Section [J] below.

#### **D. Terms for Health Care Participation**

Participation and coverage in the medical, dental and vision care plans shall be in accordance with the terms and conditions of the insurance carrier.

#### **E. Health Care Contributions**

##### **1. Employee-only Premium**

The City shall contribute towards the medical, dental and vision insurance plans an amount equal to the employee-only premium at the time of adoption of this Salary and Benefits Plan for each Confidential Unit Member for the term of this Salary and Benefits Plan. The employee-only premium for medical insurance shall be based on the higher premium of either PEMHCA's PERS Choice or Blue Cross HMO.

##### **2. Employee Option for Dependent Coverage**

For those unit members who elect the option for dependent coverage for medical, dental and vision insurance plans, the City shall contribute monthly amounts toward such dependent coverage based upon the higher premium of either PEMHCA's PERS Choice or Blue Cross HMO in accordance with Section [C] above, so that the employee pays no more than the following:

<i>Medical - One Dependent</i>	<i>\$32.55</i>
<i>Medical - Family</i>	<i>\$57.54</i>
<i>Dental - One Dependent</i>	<i>\$ 8.69</i>

<i>Dental - Family</i>	<i>\$19.39</i>
<i>Vision - One Dependent</i>	<i>\$29.93</i>
<i>Vision - Family</i>	<i>\$29.93</i>

**F. Vision Insurance**

The City shall provide a vision care insurance plan which is available to eligible unit members and qualified dependents during the term of this Salary and Benefits Plan.

The City shall offer vision care insurance for eligible unit members and qualified dependents as a pre-tax flexible benefit option. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier.

**G. Dental Insurance**

The City shall offer dental care insurance for unit members and qualified dependents as a pre-tax flexible benefit option. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier.

**H. Life Insurance**

The City shall provide term Life Insurance in the amount equal to \$100,000.00 for each member of the unit for the term of this Salary and Benefits Plan. Additional term Life Insurance may be purchased by the employee at the employee's cost in increments of \$10,000.00 up to a total of \$250,000.00.

**I. Long Term Disability Insurance**

The City agrees to provide to all Confidential Unit Members within this unit at City cost a Supplemental Long Term Disability Plan, coordinated with other existing benefits to provide no more than a thirty (30) day exclusion or elimination period; no less than a one year benefit for accident or illness; and a minimum scheduled benefit of sixty-six percent (66%) or two-thirds ( $\frac{2}{3}$ ) of gross salary to a maximum of \$3,500.00 per month for the term of this Salary and Benefits Plan. The City in its sole discretion shall select the Supplemental Long Term Disability Plan carrier that meets these requirements.

**J. Health Insurance Waiver Option**

1. Unit Members who elect not to participate in the City's health care insurance program will be compensated in an amount equivalent to seventy-five percent (75%) of the employer's contribution towards the premiums for the City's health plan at the level in which the employee was participating (employee only,

employee plus one dependent, employee plus two or more dependents) at the time of waiving City insurance coverage in accordance with Section [3] below. This cash amount will be paid as part of the employee's bi-weekly payroll.

2. Unit Members shall be eligible to elect not to participate in the City's health care program only after participating under the same level of the City's health care insurance plan for a minimum period of one year immediately preceding the election.
3. Unit Members electing not to participate in the City's health care insurance program must annually provide proof of medical insurance coverage by an outside provider in order to maintain payment under this waiver option.
4. For Unit Members who elect not to participate in the group medical coverage offered by the City, the City will provide dental and vision coverage for the employee and his/her dependents at no cost to the employee.
5. In addition to the coverage options specified under "Article 7. Insurance" of the Memorandum of Understanding between the City of Hollister and Mid-Management, the following optional health benefits, identified in Section [K]. "Optional Health Benefits" shall be available to the employees of this unit.

#### **K. Optional Health Benefits**

Eligible Unit Members who elect to participate in a City-offered medical plan can also elect to participate in the optional benefits. If the employee has any surplus flex credits after making all elections required to participate in the medical insurance, the employee can use that surplus toward optional qualified insurance benefits or one or both of the pre-tax spending accounts. Employees that wish to participate in the optional benefits plan, but do not have any surplus credits, can elect to have pre-tax payroll deductions in an amount to cover the cost of their elections.

Eligible Unit Members may pay the premiums for the following benefits on a voluntary basis:

- *Medical Insurance*
- *Dental Insurance*
- *Vision Insurance*
- *Group Term Insurance up to \$50,000.00 for Employees only*
- *Accidental Death and Dismemberment Insurance*
- *Short Term Disability*
- *Cancer Insurance*
- *Supplemental Health Insurance*

- *Vision or Dental Insurance*
- *Accidental Only Insurance*
- *Intensive Care Insurance*

#### **L. Flexible Spending Accounts (FSA's)**

The City agrees to establish a voluntary pre-tax dependent care reimbursement account up to the maximum reimbursement allowed by law to be funded by the employee of this unit.

The City agrees to establish a voluntary pre-tax medical reimbursement account, up to two thousand five hundred dollars (\$2,500.00) per year per employee to be funded by the employee unit.

#### **M. Life Insurance**

The City shall offer a voluntary supplemental life insurance plan through the flexible benefits plan for pre-tax contributions by the employees. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier.

Employees may also elect pre-tax payroll deductions to support other City sponsored voluntary supplemental insurance benefits.

#### **N. Miscellaneous**

The City of Hollister does not allow the eligible unit members to take the surplus credits in taxable cash.

### **10. RETIREMENT**

#### **A. Contribution**

1. All Confidential Employees shall continue to be responsible for payment of all costs associated with the increase in the Employee's contribution from the current "2.0% @ 55" to the "2.5% at Age 55" Retirement Benefit in excess of the original 7% Employee Contribution.
2. All Confidential Employees shall continue to pay all costs associated with the increase in the Employer's Contribution from the "2.0% @ Age 55" to the "2.5% @ Age 55" Retirement Benefits. This increase will be determined through an Actuarial Valuation conducted annually in accordance with Paragraph [3] below.
3. Each year the City will obtain the services of a Certified Actuary at the City's sole discretion. Each year the cost of the actuarial services shall be paid by each

employee within the City of Hollister's CalPERS Miscellaneous Plan on a proportional basis. Each Confidential Employee shall pay his/her share of these actuarial costs through payroll deductions which will vary from year to year depending on the cost of the services and the number of employees in the Miscellaneous Plan.

4. All Confidential Employee deductions, except for actuarial costs, shall be pre-taxed payroll deductions pursuant to CalPERS IRC 414h[2].
5. In addition to the requirement for payment of all costs associated with the increase in the Employee's contribution from the current "2.0% @ 55" to the "2.5% at Age 55" Retirement Benefit, effective the first Pay Period beginning on or after November 14<sup>th</sup>, 2012, all Confidential Employees shall pay an additional 4.00% of their salary as part of the Employee's contribution to one of the following:

**Miscellaneous:                      CalPERS 2.5% @ 55 Retirement Benefit**

- *Applicable to current Confidential Employees hired before the scheduled CalPERS Contract Amendment to the 2.0% @ 60 Retirement Formula.*

**Miscellaneous                      CalPERS 2.0% @ 60 Retirement Benefit**

- *Applicable to New Employees hired on or after the scheduled CalPERS Contract Amendment.*

6. If the services of an independent Actuary is required for the calculation and/or verification of these contributions as part of the annual validation of these costs, all Confidential Employees hereby agree to incur all costs associated with these required services.

**B. 1959 PERS Survivor Death Benefit**

The City shall provide the PERS Section 21574 "Fourth Level 1959 Survivor Death Benefit" for all eligible Confidential Employees for the term of this contract. The City shall pay the employer rate contribution. The employee shall pay the member rate contribution.

**C. One Year Final Compensation Benefit**

- a. The City shall provide the PERS Section 20042 "One Year Final Compensation" benefit for eligible unit members.

- b. The City shall continue to pay all of the employer and member contributions to CalPERS for each eligible member of the unit for this benefit based upon the 2% @ 55 Retirement Formula. Any costs associated with the increase in contributions for the CalPERS "2.5% @ 55" Retirement Benefit, if applicable, shall be paid by the members in accordance with Article [10], Section [A] above.

## **11. PROFESSIONAL DEVELOPMENT INCENTIVE PROGRAM**

Employees shall receive a bonus for obtaining certificates or degrees received after July 1, 2000 provided the employee has completed their probationary period. A certificate bonus shall not be awarded if the certification or degree is a minimum requirement for their position. The certificate must relate to the employee's current position or future lateral or promotional opportunities with the Confidential Unit. Vocational Training, for purposes of this section, is defined as a minimum of one-hundred (100) hours of specific training in a career field which results in a certificate of completion. The minimum one-hundred (100) hours shall be documented classroom time or in the case of a correspondence program identified as the average length of time required to complete the program certification as documented by the certifying agency or institution. Only one (1) bonus per calendar year can be received by an employee. If an employee receives either a Ph.D., Master's degree or Bachelor's degree in a calendar year, the employee may also receive one (1) additional bonus for a certificate earned in the same calendar year.

### **A. Professional Certificates: \$2,500.00 Lump Sum**

- Professional Engineer Registration
- Professional Land Surveyor Registration
- Engineer-In-Training
- Land Surveyor-In-Training
- American Institute of Certified Planners
- Paralegal Certificate
- Grade 5 Water Treatment Operator or Water Distribution Operator
- Grade 5 Waste Water Treatment Operator

### **B. College Degrees and Certificates: \$2,500.00 Lump Sum**

- Ph.D.
- Master's Degree
- Bachelor's Degree
- Associate's Degree

### **C. Technical Certificates: \$2,000.00 Lump Sum**

- Grade 4 Water Treatment Operator or Water Distribution Operator



- Grade 3 Water Treatment Operator or Water Distribution Operator
- Grade 2 Water Treatment Operator or Water Distribution Operator
- Grade 1 Water Treatment Operator or Water Distribution Operator
- Grade 4 Waste Water Treatment Operator
- Grade 3 Waste Water Treatment Operator
- Grade 2 Waste Water Treatment Operator
- Grade 1 Waste Water Treatment Operator
- I.C.B.O. Certificates
- Public Works Inspector - NICET
- Cross Connection Control Specialist Certification
- Certified Arborist

#### **D. Vocational Certificates Of Completion**

##### **Examples:**

- A(+) Certification (Computer Hardware, Software & Networking)
- Microsoft Certified Systems Engineer
- Cisco Certified Network Associates
- Operation Of Wastewater Treatment Plants Program administered by California State University, Sacramento Regional and Continuing Education Program
- Title 29 CFR 1910.120(q) - 24 Hour Hazardous Materials (Hazmat) Technician Level III Certification

The amount of the bonus for any Vocational Certificate of Completion shall be based on the following number of hours of course work:

<b>Minimum Hours For Vocational Certificate</b>	<b>Amount</b>
<i>100</i>	<i>\$1,500.00</i>
<i>80</i>	<i>\$1,200.00</i>
<i>60</i>	<i>\$ 900.00</i>
<i>40</i>	<i>\$ 600.00</i>
<i>20</i>	<i>\$ 300.00</i>

#### **E. Technical Certificates: \$1,000.00 Lump Sum**

- Chemical Applicator
- Licensed Tree Trimmer
- Automotive Service Technician (ASE)

#### **F. Additional Eligibility Criteria**

Additional licenses and certificates eligible for these bonuses, not listed in this Article, may be reviewed and approved by the City Manager in accordance with the following criteria:

- The license or certificate submitted for consideration must directly relate to the employee's current position or future lateral or promotional opportunities in accordance with the provisions of this section.
- The employee earning the license or certificate shall be subject to duties and assignments commensurate with the level of proficiency attained under the City's Professional Development Incentive Program.
- After ratification of this resolution, all such requests for consideration for eligibility for such license and certificate bonuses shall be submitted to the City Manager for review and approval by the City Manager at his/her sole discretion.

The process for receiving a bonus under this program shall be:

- Prior to beginning any class, program, seminar or study toward a desired certificate or degree, the employee must submit a request to the City Manager for consideration and approval of bonus award. Qualifying classes, programs, seminars or study toward a desired certificate or degree shall not be denied.
- If prior approval is not obtained, the class, program, seminar or study toward a desired certificate or degree shall not fall within the scope of this Professional Development Incentive Program.
- Upon obtaining a copy of the certificate or degree, payment will be processed for the specified bonus amount. Bonuses shall not be granted prior to receiving a copy of the degree or certificate. Federal law mandates that any employee receiving a cash bonus will be issued an IRS 1099 statement and will be required to declare this as additional income for tax purposes at the end of the year

The following are not eligible for consideration under this section:

- Any driver's licenses
- Certificates, licenses or degrees required for the position the employee holds
- Certificates, licenses or degrees earned at the expense of the City
- City-sponsored training programs and consortium training programs except for approved tuition reimbursement pursuant to Section 8.10 (D) and (E) of the City of Hollister Personnel Rules & Regulations for Associate degrees, Bachelor's degrees,

Master's degrees and Ph.D. degrees.

**12. TUITION REIMBURSEMENT**

Confidential Unit members are eligible to participate in the City's tuition reimbursement program, which provides for reimbursement of up to one thousand dollars (\$1,000.00) per employee per year of expenses incurred in job related educational programs which are approved by the City Manager.

**13. DEFERRED COMPENSATION PROGRAM**

The City shall continue to provide the option for a voluntary Deferred Compensation Plan (IRS Code Section 457) for all employees of the Confidential Employees' Unit.

**14. BILINGUAL PAY**

Eligible unit members who perform technical bilingual skills (reading, writing, translation) and who successfully pass a City-administered proficiency test shall receive an allowance of one-hundred twenty-five dollars (\$125.00) per month.

**15. DRUG FREE WORKPLACE POLICY**

The City's Drug Free Workplace Policy, City Personnel Rule 2.05, adopted by Resolution 92-116 (August 3, 1992), is incorporated by reference into this Salary and Benefits Resolution.

**16. MILEAGE REIMBURSEMENT**

The City shall reimburse all eligible unit members for mileage driven in their personal vehicles while conducting City business at the rate specified by the Internal Revenue Service. Claims for such reimbursement must be submitted on the proper City form and approved by the City before payment can be made.

**17. JURY DUTY AND SUBPOENAED WITNESS**

Any eligible employee of this unit shall be allowed to take leave from his/her City duties without loss of wages, leave time or other benefits for the purpose of responding to jury selection or serving on a jury for which he/she has been selected, subject to the limitation that an employee receive paid leave for jury duty not more than once per calendar year. In the case of serving on a jury more than one time during a year, the employee has the option of using leave time to mitigate loss of pay. No employee shall suffer loss of wages or other benefits responding to a subpoena to testify in court on behalf of the City.

**18. LONGEVITY BONUS PAY**

Effective July 1<sup>st</sup>, 2009, longevity bonus pay shall be paid to eligible employees of this unit who complete the following specified consecutive years of service after the effective date of this Salary and Benefits Resolution:

<u>NUMBER OF CONSECUTIVE YEARS</u>	<u>LONGEVITY BONUS PAY</u>
<i>10 - 14 Years</i>	<i>Three Percent (3.0%) of Base Salary</i>
<i>15 - 19 Years</i>	<i>Six Percent (6.0%) of Base Salary</i>
<i>20 or more Years</i>	<i>Nine Percent (9.0%) of Base Salary</i>

All Confidential Employees who were eligible for and received longevity bonus pay prior to July 1<sup>st</sup>, 2009 shall be entitled to receive the difference between the previous longevity bonus pay and the increased longevity bonus pay provided in this Salary and Benefits Plan so that the net result is that all employees with equivalent years of service will receive the same longevity pay amount. Unit members shall be limited to one category of longevity bonus pay. If a Confidential Employee initially received this pay while a member of another Bargaining Unit, the Confidential Employee shall not be entitled to any additional longevity pay.

**19. LAND SURVEYOR LICENSE CERTIFICATION**

All employees of this unit who possess and maintain a valid California Land Surveyor License shall receive Annual Incentive Pay of five percent (5%) of base salary, payable as part of the employee's bi-weekly payroll.

**20. COMPUTER LOAN PROGRAM**

Confidential Employees shall be eligible to purchase computer equipment through the City. Under this program, the City shall offer a one-percent (1.00%) loan to Confidential Employees who purchase a computer, printer, scanner, and/ or any directly-associated computer hardware/software package. All Confidential Employees who participate in this program must pay back the loan in full either directly or through payroll deductions within one year from the date of the loan. Confidential Employees shall make twelve equal payments payable once per month.

Confidential Employees shall be eligible for a subsequent loan contingent upon the full balance of the previous loan paid off in full. Employees electing to participate in this program shall specify in writing their agreement to allow withholding of any unpaid balance through payroll deductions in the event the employee leaves City service or expires.

The computer equipment shall remain the property of the Confidential Employee at all times after purchase.

**21. TELEPHONE STIPEND**

The City agrees to provide all eligible Mid-Management Employees with a Telephone Stipend in the amount of \$40.00 per month. The issuance, application and reporting of this stipend shall be in accordance with all terms and conditions as defined by the Internal Revenue Service.

**22. NOTARY PUBLIC COMMISSION PAY**

Any Executive Management Employee who possesses and maintains a Notary Public Commission shall receive an allowance of \$125.00 per month. Employees who obtain certification shall remain subject to the needs and requirements of the City.

**23. ACCOUNTING MANAGER - CERTIFIED PUBLIC ACCOUNTANT LICENSE CERTIFICATION PAY**

In accordance with the finance, budgeting, accounting requirements of the City and pursuant to the licensing requirements of the State of California Board of Accountancy, the position of Accounting Manager shall be entitled to Certification Pay in the amount of Five-Percent of Salary based upon the Accounting Manager obtaining of and maintaining a California Certified Public Accountant License.

**24. SENIOR SUPPORT SERVICES ASSISTANT (CONFIDENTIAL) - PARITY ADJUSTMENT**

In accordance with the City of Hollister's Salary Schedule, the salary schedule for the position of Senior Support Services Assistant: Confidential shall be realigned in order to establish parity with the classification of Senior Support Services Assistant. This realignment shall be subject to any salary adjustments and/ or Furlough provisions as determined and mandated by the City.

**25. FURLOUGH PROVISIONS**

In conjunction with the Salary Reductions specified in Section 2. herein, all Confidential Employees shall be subject to thirteen Furlough Days representing one-Hundred and Four Hours (equivalent to 13 days) off work without compensation per Fiscal Year in accordance with the following provisions:

- A. All Confidential Employees shall be credited for any Furlough Hours taken between July 1<sup>st</sup>, 2011 and October 31<sup>st</sup>, 2011.

- B. For each day of Furlough, each Confidential Employee shall not report to work or provide any services to the City and shall not receive any compensation whatsoever, including but not limited to, annual leave, sick leave, administrative leave, or compensatory time. The exception to this provision shall be if Management provides written notification to the employee requiring the employee to work on a scheduled furlough day off. Under this exception, employees that work on a furlough day will receive full pay benefit compensation for the time worked that day.
- C. Any Confidential Employee who improperly works or provides services to the City on a Furlough day shall not receive any compensation.
- D. The schedule of Furlough Days for Confidential Employees shall be established at the full discretion of the City in accordance with the Schedule of Furloughs established by the City.

**26. EFFECTIVE DATE**

This Salary and Benefits Plan shall commence on November 14<sup>th</sup>, 2011.

**RESOLUTION NO. 2011-146**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER  
ESTABLISHING SALARIES AND BENEFITS  
FOR CONFIDENTIAL EMPLOYEES**

**WHEREAS**, the Members of the Confidential Employee Unit are Unrepresented Employees of the City of Hollister and are entitled to certain Salaries and Benefits; and

**WHEREAS**, the City Council of the City of Hollister formally adopted the Salaries and Benefits Schedule for all members within the Confidential Employee Unit effective January 1, 2008 through December 31, 2010, by Resolution No. 2008-173; and

**WHEREAS**, the City Council desires to amend by Resolution the recently adopted Salaries and Benefits Schedule for all Employees within the Confidential Employee Unit; and

**WHEREAS**, it is in the best interests of both the City and the Employees of the Confidential Employee Unit to adopt Salary and Benefits Plan as amended;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hollister that the Salaries and Benefits Schedule effective November 14, 2011, is hereby approved for all Members within the Confidential Employee Unit.

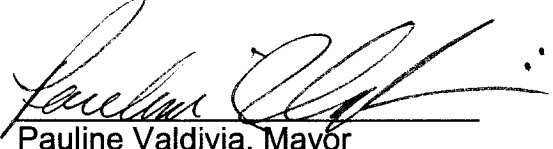
**PASSED AND ADOPTED** at a special meeting of the City Council of the City of Hollister on this 14th day of November, 2011, by the following vote:

AYES: Council Members Emerson, Friend, and Scattini.


NOES: None.

ABSTAINED: Mayor Valdivia.

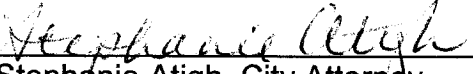
ABSENT: Council Member Gomez.

  
Pauline Valdivia, Mayor

ATTEST:

  
Geri Johnson, City Clerk

APPROVED AS TO FORM:

  
Stephanie Atigh, City Attorney

DUPLICATE OF ORIGINAL  
ON FILE IN THE  
OFFICE OF THE CITY CLERK  
CITY OF HOLLISTER



**STAFF REPORT  
CITY COUNCIL OR STUDY SESSION AGENDA**

**DATE:** November 14<sup>th</sup>, 2011

**AGENDA ITEM:** Resolution #4

**STUDY SESSION DATE:** N/A

**MEETING DATE:** November 14<sup>th</sup>, 2011

- **TITLE OF ITEM:** Consider Resolution No. 2011- 146 , A Resolution amending the Salary and Benefits Plan for the Employees of the City's Confidential Unit.
- **BRIEF DESCRIPTION:** The adoption of this Resolution will modify the previously adopted Salary and Benefits Plan which formally established Salaries and Benefits for the Employees under the City's Confidential Unit from January 1<sup>st</sup>, 2008 through December 31<sup>st</sup>, 2010.
- **STAFF RECOMMENDATION:** The Council approves the following motion: Adopt Resolution 2011- 146.

**DEPARTMENT SUMMARY:** The City wishes to establish a new Salaries and Benefits Plan for the City's Confidential Unit which ended on December 31<sup>st</sup>, 2010. The new Salary and Benefits Plan for all employees in this Unrepresented Unit shall become effective upon adoption of the corresponding resolution.

**FISCAL IMPACT:** The amendments contained in the amended Salaries and Benefits Plan for equate to a reduction of five percent (5.00%) for Fiscal Year 2011-2012 and increasing to a reduction of nine percent (9.00%) commencing on July 1<sup>st</sup>, 2012.

**DEPARTMENT:** Administrative Services

**CONTACT PERSON:** Robert C. Galvan

**THIS REPORT WAS REVIEWED BY THE CITY MANAGER WHO CONCURS  
WITH THE STAFF RECOMMENDATION:**

\_\_\_\_\_  
Clint G. Quilter, City Manager